Form (2)

Sr. No. 7919 - E

Dated 29 - 5 - 20..

The Myanmar Investment Commission

PERMIT

Permit No. 483/2012 Date 29 MAY 2012

The Myanmar Investment Commission issues this Permit under Section 10 of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Promoter Mr. HONG IN PYO

(b) Citizenship KOREA

(c) Address F3 CHEIL FIRE INSURANCE BUILDING 1354-5 SEOCHO- DONGSEOCHO-GU, SEOUL, Republic of KOREA.

(d) Name and Address of principal organization Hi-MO Inc. SEOUL, REPUBLIC OF KOREA

(e) Place of incorporation REPUBLIC OF KOREA

(f) Type of business in which investment is to be made "PRODUCTION AND SALE OF WIG, TOUPEE AND RELATED PRODUCTS"

(g) Place(s) at which investment is permitted PLOT NO. A-13-1& A-13-2, MINGALADON INDUSTRIAL PARK, MINGALADON TOWNSHIP, YANGON REGION.

(h) Amount of foreign capital US$ 11.316 MILLION

(i) Period for bringing in foreign capital WITHIN TWO YEARS AFTER THE ISSUANCE OF MIC PERMIT AND/OR YCDC CONSTRUCTION PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 11.316 MILLION

(k) Permitted duration of investment 36 YEARS

(l) Name of the economic organization to be formed in Myanmar MacDO COMPANY LIMITED

Chairman

The Myanmar Investment Commission

ပုံစံ (၂)

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်

ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၄၈၃/၂၀၁၂ ၂၀၁၂ ခုနှစ် မေလ ၂၉ ရက်

ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ပုဒ်မ (၁၀) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည်-

(က) ကမကထပြုသူ၏အမည် Mr. HONG IN PYO

(ခ) မည်သည့် နိုင်ငံသား KOREA

(ဂ) နေရပ်လိပ်စာ F3 CHEIL FIRE INSURANCE BUILDING 1354-5 SEOCHO-DONGSEOCHO-GU, SEOUL, REPUBLIC OF KOREA

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ Hi-MO Inc.

(င) ဖွဲ့စည်းရာအရပ် REPUBLIC OF KOREA

(စ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် ဆံပင်အတုနှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ခွင့်ပြုသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် အေ-၁၃-၁ နှင့် အေ-၁၃-၂၊ မင်္ဂလာဒုံစက်မှုဇုံ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၁၁.၃၁၆ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်မှ ခွင့်ပြုမိန့်ရရှိပြီး (၂)နှစ်အတွင်း သို့မဟုတ် ရန်ကုန်မြို့တော် စည်ပင်သာယာရေး ကော်မတီမှ တည်ဆောက်ရေး ခွင့်ပြုမိန့်ကျပြီး (၂)နှစ်အတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၁၁.၃၁၆ သန်း နှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၃၆ နှစ်

(ဌ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် စီးပွားရေး အဖွဲ့အစည်းအမည် MacDO COMPANY LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

Confidential

THE REPUBLIC OF THE UNION OF MYANMAR

MYANMAR INVESTMENT COMMISSION

Building No.(32), Nay Pyi Taw

Our ref : Ya Ka-1/Na-666 / 2012(7019-E)
Dated : 28 MAY 2012

Tel: 067-06334,406075
Fax: 95-67-406333

Subject : **Decision of the Myanmar Investment Commission on the Proposal for "Production and Sale of Wig, Toupee and related Goods under C.M.P basis" under the name of " MacDO Company Limited"**

Reference: Ministry of Construction, Minister's Office Letter No. 26/Branch-3/2012 (C 1936) dated (8-3-2012)

1. The Myanmar Investment Commission, at its meeting (13/2012) held on(9-5-2012) had approved the proposal for investment in "Production and Sale of Wig, Toupee and related Products under C.M.P basis" under the name of "MacDO Company limited" submitted by Hi-Mo Inc. of Republic of Korea as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VI, Section 10 of the Republic of the Union of Myanmar Foreign Investment Law and Chapter VI, Article 13 of the Procedures relating to the said Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 36 (Thirty six) years commencing from the issuing date of Physical Delivery Receipt ending on the date 7th February, 2048 pursuant to Sub-Lease Agreement Chapter 1.1. MacDO Company Limited agrees to stop operation immediately and remove all MacDO Company Limited properties within 30(Thirty) days from the date of termination and return the land to the Mingaladon Industrial Park Co., Ltd. in good condition mentioned as in Sub- Lease Agreement Chapter 9, for the project area of 39,161.22 square metre. At the end of the leased period, MacDO Co., Ltd. shall transfer the leased land and factory buildings (immovable properties) to the lesser within 3 months in good condition, ground damages having been refilled or repaired.

4. MacDO Company Limited shall provide Land Use Premium to the amount of US $ 1,233,578.43 (United States Dollar one million two hundred and thirty three thousand five hundred seventy eight and forty- three cents only) in favour of Mingaladon Industrial Park Co., Ltd. in three instalments as follows:-

(a) the first instalment of 10% (Ten) percent of the Land Use Premium amounting to US $ 123,357.84 (United States Dollar one hundred and twenty three thousand three hundred fifty seven and eighty-four cent only) shall be paid on the date of signing of Sub- Lease Agreement.

(b) the second instalment of 50%(Fifty)percent of the Land Use Premium amounting to US $ 616,789.22 (United States Dollar six hundred and sixteen thousand seven hundred eighty nine and twenty-two cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd. within 30 days after signing of this Agreement. If MacDO Co., Ltd. fail to pay in stipulated period Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment shall be forfeited.

(c) the final instalment of 40% (Forty) percent of the Land Use Premium amounting to US $ 493,431.37 (United States Dollar four hundred and ninety three thousand four hundred thirty one and thirty seven cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd. by the MacDO Co., Ltd. either within 4 (Four) months after signing of the Sub-Lease Agreement or upon the Mingaladon Industrial Park Co., Ltd. issuing of the Receipt whichever comes earlier, failing which the Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment and the second instalment shall be forfeited.

MacDO Company Limited shall pay the annual land rent on arly basis at the rate of US $ 0.30 (United States Dollar thirty cent only) square meter per annum for the project area to the amount of US $ 748.37 (United States Dollar eleven thousand seven hundred forty ht and thirt

Mingaladon Industrial Park. The rent shall be reviewed and revised every 5 (Five) years period and the rate of increase shall not be more than 15% of the previous rate.

6. MacDO Company limited shall provide a security deposit to the amount of US$11,748.37 (United States Dollar eleven thousand seven hundred forty eight and thirty seven cent only) to the Mingaladon Industrial Park Co., Ltd. on the date of signing of the Sub-Lease Agreement.

7. In issuing this "Permit," the Commission has granted ,amongst the followings, exemptions and reliefs as per Section 21(a)(i) and (j) of the Union of Myanmar Foreign Investment Law. Other exemptions and reliefs under Section (21) shall have to be applied upon the actual performance of the project;

(a) As per section-21(a), exemption from income tax up to 36 (Thirty six) consecutive months starting from the month of commencement of commercial operation.

(b) As per section-21(b), exemption from income tax on profits of the business if they are maintained in a reserve fund and re-invested there in within one year after the reserve is made.

(c) As per section-21(c), right to accelerate depreciation in respect of machinery, equipment, building of other capital assets used in the business to the extent of the original value for the purpose of income- tax assessment.

(d) As per section-21(d),relief from income tax up to 50 percent on profits accrued from exports, following a 3-year tax holiday period.

(e) As per section-21(e), right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income.

(f) As per section-21(f), right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country.

(g) As per section-21(g), right to deduct from the assessable income such expense incurred in respect of research and development relating to the enterprise which are actually

required and are carried out within the State, only after 3 years tax holiday period.

(h) As per section-21(h), right to carry forward and set-off up to three consecutive years from the year the loss is sustained following the enjoyment of exemption from income-tax, in accordance with Section-4 of the Income Tax Amendment Law, 1991.

(i) As per section-21(i), exemption from customs duty and all other internal taxes on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction.

(j) As per section-21(j), exemption from customs duty and all other internal taxes on such raw materials which are actually required for operation of the business shall be granted within three years of commercial operation following the period of construction.

8. MacDO Company Limited shall have to sign the Sub-Lease agreement with the Mingaladon Industrial Park Co., Ltd. After signing such Agreement, (5) copies shall have to be forwarded to the Commission.

9. MacDO Company Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum and Articles of Association shall have to be forwarded to the Commission.

10. MacDO Company Limited shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit" it shall become null and void.

11. The commercial date of operation shall be reported to the Commission.

12. MacDO Company Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

13. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal. MacDO Company Limited shall have to consult with Directorate of Labour, Ministry of Labour for appointment of such foreign experts and technicians.

14. In order to evaluate foreign capital in terms of Kyats and for the purpose of its registration in accordance with the provisions under Section-24 of the Republic of the Union of Myanmar Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened;

(b) the detailed lists of the type and value of foreign capital defined under Section – 2(h) of the said Law, other than foreign currency.

15. Whenever MacDO Company Limited brings in foreign capital defined under Section-2(h) of the said Law, other than foreign currency in the manner stated in paragraph 14(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

16. After all types of foreign capital (foreign currency and other types of foreign capital) have been brought into Myanmar, a report shall have to be submitted to the Commission as prescribed, vide letter No. Na-Ya 9/101/92(416) dated 3-12-92 [Annexure (1)]

17. MacDO Company Limited shall have the right to conduct account transfer in exchanging foreign currency into Kyat and vice-versa as per para 20 of the Notification No. 40/2011 issued by the Government of the Republic of the Union of Myanmar, dated 30 September 2011.

18. MacDO Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost overrun, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

19. MacDO Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. Hence, it

shall observe the directive issued by the Commission vide letter No. Ya Ka-1/139/94(0440) dated 30-6-94 [Annexure(2)] to undertake all proper treatment systems and other necessary environmental control systems.

20. Payment of principal and interest of the loan(if any) as well as payment for import of raw materials and spare parts etc. shall only be made out of the official foreign exchange earnings of MacDO Co., Ltd.

21. MacDO Company Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter VIII, para 15 of the Procedures relating to the Republic of the Union of Myanmar Foreign Investment Law.

(Soe Thane)
Chairman

c/o

Director General

Department of Human Settlement & Housing Development

cc: 1. Office of the Government of the Republic of the Union of Myanmar
2. Ministry of National Planning and Economic Development
3. Ministry of Finance and Revenue
4. Ministry of Commerce
5. Ministry of Construction
6. Ministry of Foreign Affairs
7. Ministry of Home Affairs
8. Ministry of Immigration and Population
9. Ministry of Labour
10. Ministry of Electric Power No.(2)
11. Director General, Directorate of Investment and Company Administration

12. Director General, Customs Department
13. Director General, Internal Revenue Department
14. Managing Director, Myanma Foreign Trade Bank
15. Managing Director, Myanma Investment and Commercial Bank
16. Managing Director, Myanma Insurance
17. Managing Director, Myanma Electric Power Enterprise
18. Director General, Directorate of Trade
19. Director General, Immigration and National Registration Department
20. Director General, Directorate of Labour
21. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)
22. MacDO Co., Ltd.